

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
KEB NY FINANCIAL CORP.,

Plaintiff,

10 Civ. 3311 (PKC)

-against-

ORDER

WINCHESTER PROPERTY LLC and SUN HEE  
CHUN,

Defendants.  
-----X

P. KEVIN CASTEL, District Judge:

Plaintiff commenced this action on April 19, 2010, when it filed a complaint alleging breach of contract claims. Subject matter jurisdiction is premised upon complete diversity, and defendant Sun Hee Chun is alleged to be the sole member of Winchester Property LLC ("Winchester"), as well as the guarantor of the loan to Winchester that forms the basis of this action. (Compl. ¶ 4.) Affidavits of service reflect that both defendants were served on April 26, 2010. (Docket # 5, 6.)

Neither defendant appeared at a pretrial conference of November 19, 2010, and neither has appeared in this case. In an order following the pretrial conference, I directed the plaintiff to move for default by December 20, 2010. (Docket # 11.) Defendants were served with the default motion on December 20. (Docket # 14.)

The plaintiff's default motion complies with the Individual Practices of this Court, and is granted. As to damages, the plaintiff has submitted executed copies a promissory note, a loan agreement and a guaranty, which reflect that Winchester promised to repay to the plaintiff \$1,470,000, with defendant Chun acting as the loan's guarantor. (Har Dec. Ex. A.) The Complaint seeks \$1,454,970.52 in damages, \$4,698.34 in interest, \$816.93 in late fees and


\$353.64 per diem in interest. (Compl. ¶¶ 26, 28.) At the time that the plaintiff filed its motion for default judgment on December 20, 2010, these sums totaled \$1,571,213.48, with interest continuing to accrue at \$353.64 per day. (Har Dec. ¶ 22.) As of the date of this Order, the additional per diem interest totals \$7,426.44, such that damages now total \$1,578,639.92.

Plaintiff also claims entitlement to attorneys' fees and expenses, totaling \$23,002.58. (Har Dec. ¶ 23.) The plaintiff asserts that it will separately submit to the Court documentation related to attorneys' fees "[d]ue to the confidentiality nature . . . ." (Har Dec. ¶ 23 & n.1.) Due to the lack of documentation, the plaintiff's request for attorneys' fees and expenses is denied without prejudice to renewal. To the extent that the plaintiff anticipates filings supplemental papers, any submissions it wishes to remain confidential must satisfy Lugosch v. Pyramid Co. of Onondaga, 435 F.3d 110 (2d Cir. 2006).

Plaintiff's motion for entry of a default judgment is GRANTED. Plaintiff is entitled to damages totaling \$1,578,639.92, plus post-judgment interest. The Clerk is directed to enter judgment for the plaintiff.

SO ORDERED.

Dated: New York, New York  
January 10, 2011

  
\_\_\_\_\_  
P. Kevin Castel  
United States District Judge